



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 5, 2019

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: DENNIS J SMITH
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4544

SUBJECT: **AWARD NOTICE – ADDENDUM #2 (Effective September 1, 2020)**
CONTRACT NO. GSS19034B-ARMRD_CAR
Armored Car Services

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from **September 1, 2019** through **August 31, 2020**. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

- Award Notice - Addendum #1, Pricing Spreadsheet - Addendum #1 adds additional locations to the contract. All other terms and conditions remain the same.
- **Award Notice - Addendum #2 Amendment #1 extends the contract one year, through August 31, 2021, under the same terms, conditions and pricing.**

3. VENDORS

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GSS19034B-ARMRD_CARV01
Dunbar Armored, Inc. now Brink's, Inc.
50 Schilling Road
Hunt Valley, MD 21031
POC: Charles Bradley
PH: 609-605-6178
EM: charles.bradley@brinks.com
FSF: 0000484354

4. PRICING

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Prices will remain firm for the term of the contract year. Refer to associated Pricing Spreadsheet for pricing details.

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19034B-ARMRD_CAR on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

10. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a) Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b) Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c) When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d) The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

NEGOTIATED SCOPE OF WORK

All negotiated terms notated by blue font or strike through.

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This contract has been established for use of State Agencies to provide Armored Car Services for the State of Delaware on a seven (7) day per week basis (Sunday through Saturday) and special Holidays for the Agencies outlined in [EXHIBIT A](#). The pick-up schedule/locations may be modified during the term of this award. If additional locations are added or modified, services will be provided at rates and terms similar to an existing location.

I. AGENCY RESPONSIBILITIES

- A.** Each using State Agency shall be responsible for administering this contract as it pertains to their locations for armored car service pick-ups.
- B.** Each Agency shall assign, and identify to the Vendor, the persons who are authorized to request Services. A telephone call from the Agency's authorized representative shall constitute a job request for service under this contract.
- C.** Monitoring Vendor's performance and approval of the invoice is the responsibility of the using State Agency. Complaints shall be documented in writing to the Contract Officer.
- D.** All on-going and/or escalated problems/complaints to this contract shall be directed to the Division of Government Support Services Contract Officer in writing from the Agency.
- E.** If, during the period of the contract, new locations are required for service, the using Agency may solicit price quotations from the Vendor and add the required location to the contract. OMB Contracting Section **MUST BE** notified of added locations. No new, modified, or additional terms and conditions will be implemented with the addition of new locations. Any and all discussions related to the underlying contract terms, conditions and standards shall only be communicated with the OMB contract officer responsible for the central contract.
- F.** All deposits shall be placed in sealed packages by the Agency for pick up by the Vendor.
- G.** The Vendor shall accept and give written receipt for all securely sealed packages and its receipt shall be evidence that the packages it received were properly sealed.
- H.** The Vendor shall not be obligated to accept packages not securely sealed.
- I.** The Vendor shall provide no less than a one (1) month stock of supply items at each location. Agency locations will monitor supplies on hand and shall have the responsibility of contacting the Vendor to refill orders. Supplies will be delivered within three (3) days of the request. Failure to provide supplies timely may result in remedies being assessed against the Vendor.

II. VENDOR'S RESPONSIBILITIES

- A.** Vendor must be licensed by (1) the Banking Commissioner to transport money per [5 Del C. § 3203](#) and (2) the State Division of Revenue to do any business in Delaware.

- B.** Vendor must provide a true copy of the \$5,000,000 all risk insurance policy to Government Support Services at the time of award. Should the awarded Vendor seek to cancel the policy or change providers, written notification must be made to Government Support Services. A current Certificate of Insurance (COI) and true copy of the current all-risk policy must be maintained on file with Government Support Services throughout the term of the contract.
- C.** It shall be the responsibility of the Vendor to complete an onsite visit and site inspection of the Agency to be serviced prior to the contract start date.
- D.** Both the State and the Vendor will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction. The Vendor may be required to meet periodically with representative of the Agencies involved to discuss all services and to make amendments or changes in procedures or operations as may be found necessary, i.e. change order, unforeseen circumstances.
- E.** The Vendor shall assign a coordinator to handle and assist in any and all scheduling, billing and problem solving. The Vendor shall meet periodically with the State Agencies, when requested, to discuss all services.
- F.** The Vendor shall furnish Services as outlined in the attached Schedule of Locations (Appendix A and B).
- G.** The Vendor shall accept and give written receipt for all securely sealed packages, and its receipt shall be evidence that the packages it received were properly sealed. The Vendor shall not be obligated to accept packages not securely sealed.
- H.** The Vendor shall agree to provide Services on each day of the week as requested by the individual Agency. Also, on other days on which Agencies are closed, picking up and receipting for sealed shipments at each location, the monies, checks, and/or securities that constitutes shipment. Delivery shall be made to the bank facility on the same day by 7:00 p.m.
- I.** The Vendor shall return empty money containers to the individual Agency location or Collection Point at the earliest opportunity.
- J.** Upon request, the Vendor shall provide change-fund service on any day Agency Locations are open, purchasing the required change with funds supplied by the location and delivering same on the next business day to the requesting location.
- K.** The Vendor shall provide all needed supplies, including but not limited to: manifests, deposit bags, pick-up sheets, receipt books, tags and forms for all Agency locations. Deposit bags are required to be tamper evident.
- L.** The Vendor shall provide no less than a one (1) month stock of supply items at each location. Agency locations will monitor supplies on hand and shall have the responsibility of contacting the Vendor to refill orders. Supplies will be delivered within three (3) days of the request. Failure to provide supplies timely may result in remedies being assessed against the Vendor.

III. ARMORED CAR SERVICE

- A. A receipt is to be given for all containers picked up.
- B. If properly labeled materials are delivered to an incorrect destination; the Vendor must within the same workday, pick-up the materials and deliver them to the correct destination before the close of the business that day.
- C. If transportation is delayed for any reason, or if armored cars breakdown in route, the Vendor is to notify the Location Manager immediately. Every effort is to be made to pick up items. In the event that service is not provided, payment will be reduced accordingly for each event equivalent to the daily contract rate per location.
- D. In the event delivery is delayed to the bank facility due to a delay in pickup by the armored car transportation, the monies must be deposited in accordance with the procedures outlined in [29 Del C. §6103](#).
- E. The Vendor shall submit to the State security clearance procedures, which Vendor employees are subject to.
- F. Coin vaults are pulled by the Vendor and delivered to the bank facility.
- G. The pick-up schedule/locations may be modified during the term of this award. If additional locations are added or modified, services will be provided at rates and terms similar to an existing location.

IV. LOST SHIPMENTS

- A. **The Vendor shall assume the entire liability for the loss of any shipment per [5 Del C. §3212](#).** The Agency will notify the Vendor in writing and the Vendor will supply confirmation to the Agency in writing. (The failure to confirm a loss in writing will not alleviate the awarded Vendor's responsibility to collect or remit reimbursement to the notifying Agency.)
- B. [Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing & obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, & any other reasonable costs directly related to reconstruction & obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty thousand dollars \(\\$20,000\), plus a cost equal to the amount of checks the Customer was not able to reconstruct, following reasonable attempts.](#)
- C. Affirmative written proof of the property lost or destroyed shall be furnished to the Vendor and said proof of loss subscribed and sworn to by the Agency shall be substantiated by the books, records, and accounts of the Agency.
- D. The Vendor collecting on a lost claim shall be responsible for taking all actions to collect on the monies due. If the Vendor should require additional information from the Agency, such requests should be made in writing to the Agency point of contact, and include the central contract officer on all correspondence.

- E. The Agency will not be financially accountable for collection efforts completed by the Vendor nor for the failure of the Vendor to collect monies lost per a claim. The Agency in cooperation with the central contracting team will reserve the right to place a final timetable on collection efforts by a Vendor. At no time, shall the Vendor be given less than thirty (30) days to collect on a claim from the responsible owing parties & said collection efforts will continue through the allowed collection timetable & without regard to the contract termination date.
- ~~F. At the end of the allotted lost claim timetable, granted by the State to the Vendor, the State shall have the right to collect any outstanding monies due from the Vendor's surety bond without prior approval or notice to the Vendor.~~

V. EXTRA PICK-UPS

The State may request, with advance notice, to have multiple pick-ups during peak periods. The bidder is to provide a daily cost, which will encompass both the delivery and processing charges for extra days.

VI. ADDITIONAL TERMS & CONDITIONS

1. Agency agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to Vendor and in case of loss, to promptly, diligently and completely cooperate with Vendor in the identification and replacement or lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include requests by Agency to makers of the missing checks to issue duplicates. Vendor agrees to reimburse Agency for all reasonable costs incurred in replacing such checks including stop-payment fees.
2. Upon discovery of a claim for loss under this Agreement, Agency shall notify the Vendor and upon conclusion that a criminal act has been committed, report the same to the appropriate police authorities. Each party shall maintain documentation and shall share such evidence as is necessary to determine the cause and substantiation of the loss. Within ten (10) days after discovery of any loss, but in no event more than Thirty (30) days after delivery to Vendor of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, Agency shall give notice of claim in writing to Vendor. If the Agency fails to comply with these conditions, Agency agrees that all claims against Vendor relating to the lost items are deemed to be waived and released.
3. War & Nuclear Exclusion Clause incorporated.
4. Neither party shall be liable for loss if interest in the event of late delivery or a lost cargo claim.

VII. PROPOSAL CLARIFICATIONS

1. Deposits will be delivered to the designated depository on the next business day.
2. Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing & obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, & any other reasonable costs directly related to reconstruction & obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty thousand dollars (\$20,000), plus a cost equal to the amount of checks the Customer was not able to reconstruct, following reasonable attempts.
3. Retracted by Vendor.
4. Pricing does not include supplying tamper evident bank bags.

Award Notice – Addendum #2
Contract No. GSS19034B-ARMRD_CAR

5. Vendor agrees to notify Agency of any changes that impact delivery and pick-up times, as they are realized.
6. Pricing assumes personnel can be armed at all times in the performance of their duties.
7. Agreed as documented in Appendix B, pricing. (Holiday service or on call/emergency service)
8. 90 days to accept award, then valid for contract term.
9. \$24.00 per Redbook re-order; \$15.00 per D-Trak replacement
10. Locations may be added to the contract; however, the relevant factors for each location will be reviewed in order to determine the price. Factors include proximity to the route, deposit amount, coin load, depository, requested pick-up time, etc.
11. DocuSign requirement retracted by Vendor.